

Issued: September 24, 2021

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL /
ENGINEERING SERVICES
FOR
2021 HERITAGE PARK II PUBLIC IMPROVEMENTS**

Issuing Office:

**City of Cleveland
Mayor's Office of Capital Projects
Division of Architecture and Site Development
601 Lakeside Avenue, Room 517A
Cleveland, Ohio 44114
216/664-3656**



PROPOSALS DUE

**DATE: October 15, 2021
12:00 Noon Local Time**

ALL RESPONSES SHALL BE MARKED AS:

"SEALED BID"

**Proposal for Professional Landscape Architectural / Engineering Services
for
2021 Heritage Park II Public Improvements**

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**REQUEST FOR PROPOSAL FOR
PROFESSIONAL LANDSCAPE ARCHITECTURAL/ENGINEERING
SERVICES
FOR 2021 HERITAGE II PARK PUBLIC IMPROVEMENTS**

City of Cleveland:

Mayor's Office of Capital Projects
Matthew L. Spronz, P.E., PMP, Director

Division of Architecture and Site Development
James McKnight PLA Senior Landscape Architect, Project Manager

Date: September 24, 2021

I. BACKGROUND AND CONCEPT

It is the intent of the City of Cleveland Mayor's Office of Capital Projects, through this Request for Proposal (RFP), to solicit proposals for Professional Landscape Architectural/Engineering Services for Public Improvements for the Heritage II Park along the Cuyahoga River in "the Flats". These improvements shall consist of renovations and alterations to the existing park in order to provide upgraded facilities for the community.

The City of Cleveland Department of Public Works owns and operates over 177 parks in the City of Cleveland. A Preliminary Master Plan has been completed for the HERITAGE II PARK on the west bank of the Cuyahoga River east of Center Street in Ward 3. The Master Plan envisions restoring the existing boardwalk, gazebo including the railing system above the bulkhead. Improvements to the supporting walkways, utilities and landscape work will also need to be completed.

It is the City's intention to construct these improvements based on recreational programming priorities, relative cost, and availability of funding. To fulfill this intention, the City seeks a creative Landscape Architectural and Engineering Team ("Consultant") qualified and experienced in the design of recreational facilities to engage collaboratively in achieving the goals of this project.

Design and Engineering professional services shall include design fees, allowable reimbursable expenses, testing agency, and utility provider fees.

In the event that additional funding for the project is approved and allocated by the City during the course of the Contract, the Project Budget, Scope of Services, related fees, and Project Schedule may be negotiated with the Consultant and adjusted accordingly by Contract Amendment.

STAGE I : PRELIMINARY DESIGN services shall include: Evaluation of the bulkhead to determine its condition and integrity. Schematic Design and Cost Estimation services to reflect the full development of the Master Plan showing all intended site uses, and shall establish the design and budget for all future intended improvements, established during the Design Process. Engineering for lighting and potable water – drinking fountain will be required. The Design Development deliverables shall include a detailed Cost Estimate, which shall provide the cost basis for determining the scope of Construction Documents to be developed in Stage II – Detailed Design.

Once these Stage I services are complete and thoroughly reviewed, analyzed, and approved by the City, then Stage II services shall be authorized to commence.

STAGE II : PART A - DETAILED DESIGN services shall include: Construction Documents; and Cost Estimation services as required for the execution of the Construction Scope as established in Stage I, which will be determined by the City based on the project priorities

and actual funding available at the completion of the Stage I services. Once these Stage II services are complete and thoroughly reviewed, analyzed, and approved by the City, then the Stage III services shall be authorized to commence.

STAGE II : PART B – BIDDING AND AWARD services shall include: Answering questions during bidding and providing addendum information as required for a consistent bid document. Reviewing bids and providing support to the Division of Architecture and Site Development.

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT services shall consist of Construction Administration services as required for the execution of Construction as defined by the Stage II Scope. Attending Job Meetings, reviewing and approving submittals, addressing requests for information and issuing bulletins during construction. Complete a Punch-list upon substantial completion of the work in the field.

Action Steps and Ownership of Work Products: The City reserves the right to contract for the performance of Stage I services only, and delay or terminate future phases pending the outcome of the design and cost estimation work. Furthermore, the City reserves the right to award a contract for all phases of the project, yet terminate the project at any time, upon written notice to the Consultant and making payment for all satisfactory services rendered to date of termination. All deliverables shall become the sole property of the City for use or distribution as it sees fit without limitations from the Consultant, other than usual disclaimers for reliance of accuracy of use of another person's work product.

City Agencies (Cleveland): The Consultant shall consult in detail with the Director of the Mayor's Office of Capital Projects (MOCAP) and/or his designee and carefully analyze any information furnished by the Owner concerning the specific requirements of the Project, including but not limited to, design, construction, scheduling, budgetary, or operational requirements, limitations, and objectives. The Division of Architecture and Site Development (DASD) will coordinate the project and will work closely with the Consultant in all phases of the development. The Consultant shall comply with all standards and directives established and issued by the Division of Architecture and Site Development.

The parks are located within the corporate limits of Cleveland, Ohio and all work shall comply with all local, state and/or federal standards and ordinances and revised codes, including but not limited to Ohio Revised Code (O.R.C.) Chapter 153, as applicable to the scope of work. Compliance with these standards is mandatory by the Consultant and any resources needed to gain design compliance shall be borne by the Consultant.

Navigable Waterway: The Cuyahoga River is a navigable waterway and as such is under jurisdiction of numerous federal, state and regional agencies. It is the consultants' responsibility to obtain any and all necessary reviews and approvals governing the bulkhead and boardwalk construction activities proposed adjacent to the River.

II. **SCOPE OF WORK**

It is the City's intent to hire a creative Architectural and Engineering Team ("Consultant") qualified and experienced in the design of recreational facilities for the execution of the scope of work as described in this RFP. This scope of work is organized into the three (3) Stages and various Phases as follows:

STAGE I: PRELIMINARY DESIGN - Services to establish Project Scope and Design, including:

- Bulkhead Evaluation
- Schematic and Design Development
- Cost Estimation Services

STAGE II: DETAILED DESIGN - Services to complete design documentation and solicit bids for Construction, including:

- Phase A: Construction Documents
- Phase B: Bidding and Award
- Cost Estimation Services

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT - Services for completing Construction.

The following is a description of the services to be provided under each Stage of the work:

STAGE I: PRELIMINARY DESIGN

The Preliminary Design Stage shall include: Schematic Design; Design Development; and Cost Estimation services as necessary to establish the Project Scope and Cost.

Schematic Design:

Objective: The primary objective of the Schematic Design Phase is to define the site relationships, character, and layout and establish the project scope within the requirements and budget of the Project.

Deliverables: Based upon the Director's selection of the Final Schematic Design, shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic Site Plan Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the park improvements.
- Design Development drawings illustrating and describing the utility i.e. plumbing and electrical components of the Project.
- Bulkhead Evaluation report addressing the condition and integrity of the existing bulkhead.
- Any other documents or items required to illustrate the Preliminary Design requirements of the Project.
- Outline Specification: An outline specification describing in general the type of construction, materials, systems and other pertinent information for all disciplines.
- Preliminary Design Cost Estimate based on costs for comparable work in this area, broken down by proposed items, for the Master Plan vision for the project.
- Review Meetings: Prepare materials for, and participate in any review Meetings conducted during Preliminary Design.

The Consultant shall present the Preliminary Design deliverables to the Director and shall incorporate any changes ordered by the Director in regard to the Schematic Design or the requirements of the Project.

STAGE II: DETAILED DESIGN

The Detailed Design Stage shall include: Phase A - Construction Documents; Phase B - Bidding and Award services; and Cost Estimation services as necessary for the execution of the Construction Sequence 1 Scope of Work.

Phase A - Construction Documents:

Objective: The primary objective of the Construction Documents is to produce the Contract Documents, which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project and the rendering of the Project and all its components fully operationally and functionally usable for its intended purpose. This shall include, but is not limited to, the satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities (City of Cleveland, Cuyahoga County, Port Authority, State of Ohio, U.S. Government).

Deliverables: Based upon the Director's approval of the Construction Document Package, including the Design Development Cost Estimate, and on the Director's authorization of any adjustments in the Project requirements and the budget for the Cost of Work, the Construction Documents Phase shall address all requirements of the Project and shall include, but not be limited to, the following:

- **Title Sheet** per City of Cleveland Standards, including:
 - Code Summary
 - Location Map
 - Drawing Index
 - General Notes
- **Site/Civil/Landscape:**
 - Complete SWP3 Plans and Details; including all calculations as required
 - Property Topographic, Utility and Boundary Survey
 - Site Grading, Layout, and Utility Plans
 - Site and Utility Details
 - Landscape Planting Plans, Schedules, and Details.
- **Plumbing:**
 - Plumbing Fixture Schedules.
 - Plumbing Site Plans indicating drinking fountain, including utility connections.
- **Electrical:**
 - Lighting Fixture and Control Schedules.
 - Site Lighting Plans
 - Electrical Details.
 - Electrical Service Site Plan and Details.
- **Technical Specifications/Project Manual:**
 - Detailed Technical Specifications for all disciplines in current CSI *Master Format*.
 - Division 1 and other Specification sections as required.
- Phase 1 Environmental Report to be included as Appendices in the Project Manual.
- **Cost Estimation:** Cost Estimates in CSI format at 30%, 60%, 90% and 100% Construction Document submittals for review.

Meetings: The Consultant shall participate in a weekly conference call-in meeting, and shall attend the weekly meeting in person as determined as necessary by the City.

Submittals: The Consultant shall prepare and submit Construction Documents for 30%, 60%, 90%, and 100% reviews, including Cost Estimates, and attend review meetings with the City. All drawings and contract documents, including schedule of prices and detailed specifications, are to be comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods for the development of the entire project.

Approvals: The Director and/or his designees shall review and approve, where appropriate, the Detailed Design documents, or any portion thereof. The Consultant shall make corrections, modifications and changes as directed by the Director and/or his designees to align with the program and budget of the project.

Design Review and Permitting: The Consultant shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the Project, including all Environmental, Site, and Utility Applications. The Consultant shall also take the lead in applying for, negotiating, and acquiring the necessary permits and approvals. All plan review application fees to City, state and/or federal agencies shall be borne by the Consultant and included in the Fee. The cost of building permits for Construction shall be borne by the Contractor(s).

Phase B - Bidding and Award:

Objective: The primary objective of the Bidding and Award Phase is to solicit bids from qualified Contractors and award a Construction Contract for the execution of the work.

Deliverables: Bid Documents: A full master set of reproducible final (100%) Construction Documents on Mylar (or other approved medium) and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files) on compact disc and via electronic download shall be provided to the Division of Architecture and Site Development for use in compilation of the bid package. Files may be compressed in a “~.zip” file format.

Bidding Activities: The Consultant shall assist the City of Cleveland in Bidding activities, including, but not limited to:

- Preparation of bidding documents and forms
- Preparation of the Conditions of the Contract and the form of agreement between the City and all Contractors.
- Attendance and participation in Pre-Bid Meeting.
- Assist the Division of Purchases and Supplies in providing answers to bidder’s questions during the bidding period.
- Assist in the preparation of any Addenda.
- Assist in obtaining, tabulating, and analyzing bids.
- All other bidding activities set forth in more detail in the Sample Professional Services Agreement attached to this RFP as Exhibit E.

The City will not consider Stage II as completed, or release payment for the final 10% of the Stage, until an accepted, qualified bid for accomplishing the project scope within the budget has been obtained.

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT

The Administration of the Construction Contract Stage shall include all services necessary for the execution of the Construction Sequence 1 Scope of Work.

Construction Administration:

The Consultant shall perform Construction Administration in accordance with the Sample Professional Service Agreement attached as Exhibit E, which include but shall not be limited to the following:

- Attend in person Pre-Construction Meeting(s).
- Field Observation and Inspection services during construction shall include a minimum of two (2) site visits (two hours each) per week during intense and/or critical construction activity periods to inspect the work in progress.
- Coordinate and manage Field Observation services for Sub-consultants for all disciplines, including Job Meeting attendance as required.
- Attend in person and participate in weekly job meetings. (The Contractor shall be responsible for providing written minutes of all meetings.)

- Review and approval of all shop drawings and submittals, including coordination of all sub-consultant reviews and approvals.
- Respond to Contractor requests for information.
- Assist Contractor in completing and submitting all LEED documentation.
- Participate in the preparation of field clarifications for changes in the Work
- Review and approve Contractor applications for payments
- Perform site inspections and review the contractors punch lists for Substantial Completion and Final Acceptance.
- Provide services to obtain complete Commissioning of all completed systems and construction.
- Assist the City in resolving all post-occupancy claims of deficient work during the one-year warranty/guarantee period.
- Provide As-Built/Record Documents for the Project incorporating any changes during construction as a hard copy and in electronic format (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files)
- Participate in warranty/guarantee inspections at the conclusion of the warranty/guarantee period.

III. OTHER CONDITIONS AND INFORMATION

Formats for Deliverables: All deliverables for all Stages and Phases shall be submitted in nascent software formats (“~.pdf” AND “~.dwg” AutoCAD® for Drawing files; “~.pdf” AND Microsoft Word® “~.doc” for Specification files and Meeting Minutes; “~.pdf” AND Microsoft Project® for Project Schedules) via electronic download at the end of each Stage and Phase as Record Deliverables. Files may be compressed in a “~.zip” file format.

Meeting Minutes: The Consultant shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Consultant to all attendees.

Project Schedule: The Consultant shall submit within ten (10) calendar days after the award and/or execution of the Contract a Project Schedule in Microsoft Project®, which shall include:

- Proposed duration of each Stage and Phase.
- Milestone dates including review submittals.
- Allowance for reasonable time required for all reviews/approvals by all authorities.

The Consultant shall produce, maintain, update biweekly, and submit the Project Schedule at each Stage and Phase of the project, or as requested by the City.

Management of the Budget: The Consultant shall be responsible for managing the Project Budget, and shall, during each Stage per the Scope of Work described in this RFP:

- Provide Cost Estimates in CSI format appropriate to the level of project completion in Microsoft Excel, formatted for 8-1/2” x 11 paper.
- Review the Project Scope and Budget with the City and provide back-up documentation.
- Adjust the Project Scope and modify documents as necessary to ensure alignment of Project Scope with the Project Budget.

The City shall not consider any Stage or Phase of the Professional Services as complete, nor authorize the continuation of the Consultant’s Services, until satisfied that the Project Scope as defined in the Contract Documents can be achieved within the Project Budget.

Professional Services Payments: Payments for Professional Services shall be made in accordance with the Consultant’s Proposed Fee (See Section III Proposal Submission Requirements – Item P.) Consultant shall be responsible for management of the Professional Services Fee as follows:

- Submit Sample format for Requests for Payment for City Approval; to include:
 - Fee Breakdown by Stage per Proposal.
 - Percent Complete, Amount Earned, Previous Fee Billing, and Current Billing by Stage.
 - Reimbursable Expenses by Phase, broken down by Current, Prior, and Billed-to-Date.
 - Staff logs/hours expended and reimbursable receipts for each Request for Payment.
- Submit Requests for Payment on a monthly basis not to exceed the amounts stipulated in the Fee, including reimbursable expenses, for each Stage and Phase.
- Payments may not exceed 90% of each Stage or Phase until the Phase or Stage is satisfactorily completed and accepted by the City.
- Final payment will be made only when all record and project close-out documents have been accepted by the City as complete.
- Any portions of Fees or Reimbursable Allowances not utilized for any Stage or Phase may only be utilized in later Stages or Phases with prior written authorization by the City.

Composition of Consultant Team: It is anticipated that involvement by the following disciplines and services will be required throughout this Project in varying degrees:

- Landscape Architecture

- Electrical Engineering
- Mechanical Engineering (Plumbing)
- Civil Engineering/ Surveyor
- Environmental Engineering for Sites

Standard of Care: The standard of care of the services provided by the Consultant shall meet or exceed that level commonly expected of professional architects and engineers that are licensed to practice in the State of Ohio.

The Consultant shall assume the role of “Architect-of-Record” and “Engineer-of-Record” for all work performed under the contract and be licensed in the State of Ohio. All documents for the work performed under the contract shall bear a current, active professional seal recognized by and as required the State of Ohio.

The Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required during all Stages.

Upon request, the Consultant shall make field observations and conduct investigations, as required, to evaluate existing conditions during all Stages.

Upon request, the Consultant, through the services of a sub-consultant, shall provide environmental assessment services to determine the extent and impact of the presence of hazardous materials within a project area. Individuals performing these services must be fully licensed to perform the services needed and shall work with the Consultant and the Division to prepare scopes of work and cost estimates for remediation work.

Site Review and On-Site Questions: It is the responsibility of the Consultant to be fully acquainted with the existing conditions of the project by conducting visual inspections and site visit(s) prior to proposal submission. Site visits to the various parks may be conducted only during the hours of normal operation and when the facility is open to the public. These visits are for observation only. No discussions on-site shall be deemed official. All questions must be submitted in writing and will be responded to within an addendum to this RFP.

Proposal Acceptance The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at his sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. The Director of the Department of Public Works, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

Costs Incurred The City is not liable for any costs incurred by any responding firms before execution of a contract and issuance of written Notice to Proceed.

Economy of Preparation Proposals should be prepared simply and economically in 8-1/2" x 11" vertical format, providing straightforward, concise descriptions and information. Company brochures and marketing materials will not be accepted.

Agreement The successful Consultant Team shall be required to execute an agreement substantially in the form of the Sample Professional Services Agreement attached as Exhibit E as amended to incorporate the full range of services described in this RFP. Where a conflict arises between the terms and conditions of the RFP and the Consultant Proposal then the terms and conditions of the RFP shall prevail, unless specifically addressed in the Professional Services Contract.

Mailing List and Notifications The following mailing list is NOT exclusive. Qualified firms not on the list are encouraged to submit proposals for consideration and/or participate as team members. To assure that all modifications, notices and addenda are received, all interested firms that are included and not included on the list are required to notify Mr. James McKnight PLA, Project Manager, in writing (via e-mail to jmcknight@city.cleveland.oh.us) of their interest in the project. Said modifications, notices and addenda will be issued to those firms that have made their interest known. Firms that fail to confirm their interest risk not receiving important

information regarding the project. The City will require the selected Consultant Team to abide by this RFP and any subsequent modifications, notices and addenda.

IV. PROPOSAL SUBMISSION REQUIREMENTS

SERVICES PROPOSAL: The Services Proposal shall be submitted as a pdf in 8 1/2" × 11" format. Content for this part of the Proposal Submission shall be organized as follows:

- A. **Cover Letter (One page):** Clearly indicate contact information, including phone and e-mail, for project primary contact individual.
- B. **Organization of the Firm (One page):** Include a description of the Consultant Firm including information regarding its primary business, its background and history, its organizational structure, QA/QC program, and the number of employees. This section should contain any additional information about the firm that the firm feels will assist in understanding the qualifications of the firm. It is highly desirable that there be a local component to the Consultant Team to facilitate response time to matters that require on-site reviews.
- C. **Project Team (One Page):** Organizational chart showing project team members, roles, and relationships, including subconsultants.
- D. **Project Team Resumes (One Page Each):** Professional resume for each team member shown on the organizational chart, including relevant licenses and qualifications and list of significant projects.
- E. **Project Approach:** The Consultant shall include a description of their management, technical, and QA/QC approach taking into account the unique project goals and constraints. Specifically describe how the provided programming, site, and building plans will be utilized and further developed throughout the design ensuring all project goals and requirements are achieved. Include a specific and complete list of proposed deliverables.
- F. **Relevant Project Experience (One Page Each):** Project sheets for completed relevant projects demonstrating ability to successfully lead and execute the type of work required for this project.
- G. **Capacity to Perform Work (One Page):** Provide a description of the Consultant's capacity to perform work requested by describing the Team's current workload, including consideration for current City project workload, and the availability of the staff to meet required schedules. Identify all City projects currently being worked on and stage of development. Describe the methods utilized to track work progress, budgets, and deadlines. Describe any support personnel or technical resources the Consultant plans to use to assist in performing work as required on schedule, and within budget.
- H. **Special Commendations (Optional):** The Consultant shall provide any other pertinent data, information and other extraordinary circumstances which will clearly demonstrate their unique ability to provide the required Professional Services in a manner not detailed previously within this RFP.
- I. **Proposed Design Schedule:** Provide a Design Schedule indicating a proposed timeline for the performances of all Professional Services as detailed in Section 2 Scope of Services. The Consultant must be prepared to commence work immediately after the execution of a Contract for Professional Services.
- J. **Compliance Affidavit**
Non-Competitive Bid Contract Statement for Calendar Year 2021 is enclosed as Exhibit A for use with contracts to be awarded in 2021. All Consultants submitting proposals for contracts awarded on or after January 1, 2021 must initially submit a notarized 2021 affidavit. If award of contract extends into 2022, then an updated form shall be

required. Non-Competitive Bid Contract Statement for Calendar Year 2021 is also available at:

Submit the 2021 Statement with a letter, whichever is appropriate, in the separate sealed envelope that contains the fee proposal.

K. Northern Ireland Fair Employment Practices Disclosure

Interested Consultants shall complete and submit the Northern Ireland Fair Employment Practices Disclosure form as part of their proposal. Refer to Exhibit B.

L. Mayor's Office of Equal Opportunity

Enclosed is the Mayor's Office of Equal Opportunity Cleveland Area Business Code Notice to Bidders & Schedules - Exhibit C. The Consultant must complete and sign each of the Schedules 1 through 4 as per the instructions. If a Schedule is not applicable, it must be marked N.A. and signed.

The Cleveland Area Business Code, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, is incorporated in and made part of the RFP, and any resulting contract by this reference, as fully as if attached. Refer to Exhibits. This document is also available at:

http://www.city.cleveland.oh.us/sites/default/files/forms_publications/Chapter187_5-2015.pdf

1. Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:
 - a) Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
 - b) Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
 - c) Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
 - d) Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department's director(s) at key intervals during performance of the contract services (e.g. 30% completion, 60% completion, 90% completion).
2. Failure to Comply. When determining the Contractor's future eligibility for a City contract, the City shall consider a Contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
 - a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland – area Small Businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful Proposer for a contract will be a firm that shares that commitment. Accordingly, a Proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
 - b. **The standard sub-contracting goal for professional services for this contract is 10% Cleveland Area Small Business ("CSB") subcontractor participation.**

Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and Cleveland – area Small Businesses (CSB) firms, consistent with the subcontracting goal(s) applicable to this RFP.

- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code – Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit **complete schedules** may result in the rejection of a proposal. Proposers who do not make a good faith effort to meet the participation goal mentioned previously will not be considered “responsive”.
- d. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “Certification and Compliance Reporting System.” A new window will open and a selection for “CSB/MBE/FBE Registry” will appear on the left-hand column.
- e. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- f. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- g. The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

M. Certificate of Insurance

The Consultant shall submit a Certificate of Insurance form indicating limits of professional services (errors and omissions) and general liability coverage as a separate attachment to their Proposal, and shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage:

- 1. The insurance company or companies providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated “A” or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
- 2. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.

3. Workers' compensation and employer's general liability insurance as provided under the laws of the State of Ohio.
4. Statutory unemployment insurance protection for all of its employees.
5. Such other insurance coverage(s) as the City may reasonably require.

N. Certificate of Authorization or Certificate of Exemption

Interested Consultants shall submit a current "Certificate of Authorization" or a "Certificate of Exemption" to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

FEE PROPOSAL: The Fee Proposal shall be submitted as a separate pdf file in 8 1/2" × 11" format. Note that OEO schedules, which contain fee information, should be part of the Fee Proposal and NOT part of the Services Proposal. Content for this part of the Proposal Submission shall be organized as follows:

Compensation: The Consultant's proposal shall indicate the proposed fee for each of the Stages and Phases of service as defined previously, shall include an appropriate amount for reimbursable expenses, and shall indicate a total Lump Sum Fee broken down by Stage and Phase as follows:

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STAGE I: PRELIMINARY DESIGN – Subtotal: _____

Phase Subtotals including Cost Estimation:

- Schematic Design Development : _____
- Bulkhead Evaluation Report: _____

STAGE II: DETAILED DESIGN – Subtotal: _____

Phase Subtotals including Cost Estimation:

- Phase A – Construction Documents: _____
- Phase B – Bidding and Award: _____

STAGE III: ADMINISTRATION OF THE CONSTRUCTION CONTRACT Subtotal:

- Construction Administration: _____

TOTAL PROPOSED LUMP SUM FEE: _____

DESIGN FEE CONTINGENCY – 10% of Total Lump Sum Fee: _____

TOTAL PROPOSED REIMBURSABLE ALLOWANCES: _____

Subtotals:

- Stage I Reimbursable Allowance: _____
- Stage II Reimbursable allowance: _____
- Stage III Reimbursable Allowance: _____

TOTAL PROPOSED COMPENSATION – HERITAGE II PARK:

(Including Design Fee Contingency and Reimbursable Allowances)

Design Fee Contingency: The Design Fee Contingency is eligible for use in performing Professional Services necessary to complete the project as contemplated in this RFP but are unforeseen at the time of issuance of this RFP. Any change in Professional Services to be paid from this Contingency shall be preceded by a Design Clarification, an itemized scope and fee breakdown provided by the Consultant, and a written determination by the Director's designee, and approved by the Director, that the change qualifies for payment at rates specified in this RFP and does not exceed the available Contingency amount. The Consultant's cost for overhead, profit and other expenses contemplated for assessment against the Design Fee Contingency are to be included in the Lump Sum Fee and not in the Design Fee Contingency.

Reimbursable Expenses: Reimbursable expenses shall be accounted for and reimbursed according to the City of Cleveland Professional Services Contracts Reimbursables

Policy included in Exhibit E of this RFP. The Consultant shall identify all items along with estimated costs for any reimbursable expenses required to complete for each phase of the project. This shall include, but is not limited to: deliveries, postage, printing, reproduction, geotechnical services, surveys, testing, fees, plan review fees, permits, special inspection fees and any other approved expenses usually associated with this type of project. Reimbursable expenses, including subconsultant fees, shall be billed at cost invoiced, without any mark-up. Costs for mileage, travel, parking, tolls, lodging, meals and dues/membership fees to professional societies/organizations are NOT eligible for reimbursement and will not be considered. No qualification of the financial offer will be accepted. Reimbursable Expense Allowance amounts not expended in a previous Stage may only be carried over to subsequent stages/phases after written approval.

Fee Proposal: The Fee Proposal shall indicate the makeup of your proposed fee including hourly rates, direct costs, overhead, profit, and indirect expenses based upon the total estimated hours to be spent to provide the services.

In a separate sealed envelope marked 'Professional Services Fee', which is to be attached to the main proposal package, the interested Consultant shall submit one (1) original **hard copy** and one (1) digital copy, on compact disc or flash drive, of the interested consultant's Professional Services Fee. Included in the envelope, in addition to the **Lump Sum Fee** broken down as described above, shall be a separate breakdown of the Consultant Team's **Hourly Rates** based upon discipline(s), classification(s) and staffing. Hourly Rates for the following classifications shall be included in the Proposal:

- a. Principal Landscape Architect \$_____ per hour.
(Registered/licensed with 10+ years' experience)
- b. Principal Engineer \$_____ per hour.
(Registered/licensed with 10+ years' experience)
- c. Project Landscape Architect \$_____ per hour.
(Registered/licensed with 5+ years' experience)
- d. Project Engineer \$_____ per hour.
(Registered/licensed with 5+ years' experience)
- e. Engineering Designer \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- f. Landscape Architect Designer \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- g. Engineering CAD Technician \$_____ per hour.
(Registered/licensed with at least Associate degree)
- h. Landscape Architect CAD Technician \$_____ per hour.
(Non-registered/licensed with at least Associate degree)
- i. Administrative Support \$_____ per hour.
(Non-registered/licensed with 3+ years' experience)
- j. In-house printing cost for Black and White copies, 8-1/2"x11" in size: \$_____ per each.
- k. In-house printing cost for Black and White copies, 11"x17" in size: \$_____ per each.
- l. In-house printing cost for Color copies, 8-1/2"x11" in size: \$_____ per each.
- m. In-house printing cost for Color copies, 11"x17" in size: \$_____ per each.
- n. Cost for large format Black and White prints/plots: \$_____ per each.
- o. Cost for large format Color prints/plots: \$_____ per each.

Although Consultants' proposed fees are not the deciding factor in the selection of the Consultant, it will be evaluated with other criteria herein and submitted with the proposal (see Section V.)

O. ORGANIZATION OF PROPOSAL: The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

1. Marketing documents, such as brochures, advertisements, etc. shall not be accepted.

P. THE CITY'S RIGHT AND REQUIREMENTS: The Director and/or the Owner's Representative Team may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director and/or the Owner's Representative Team specifies.

1. Furthermore, the City and/or the Owner's Representative Team reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interests of the City.
2. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interests.

V. SELECTION CRITERIA

A. **Quality of Proposal (15 points)**

Quality of Proposal includes Organization of the Firm, Specific Approach to this Project, Ability to Perform the Scope of Services, Capacity to Perform Work, including consideration for current City project workload, and Special Accommodations as defined in the previous Section V.

B. **Credentials of Key Personnel (25 points)**

Credentials of Key Personnel includes Qualifications of the Project Team and Project Team as defined in the previous Section V., particularly the project manager who will be the lead person on this project, and their prior experience and demonstrated ability to perform the scope of work.

C. **Compensation/Fee (10 points)**

This item will be reviewed after the evaluations of qualifications have been completed.

D. **Demonstrated Ability (20 points)**

Demonstrated ability to successfully complete the project based on similar projects, with special attention to cost, scope, schedule, and quality.

E. **Compliance with the Cleveland Small Business (“CSB”) Participation and Evaluation Credits (20 points)**

In Accordance with the City’s goal of increasing the level of CSB participation in City contracts, the Consultant shall strive to meet the City’s goal of 10% CSB participation of the total contract amount (including subsidiary agreements). See Exhibits C and D.

IMPORTANT NOTE: Submissions evaluated as “non-responsive” and/or “not making a good faith effort” will be eliminated from further consideration.

1. CSB, MBE, or FBE Proposals for Personal (“Professional”) Services Contracts

- a. **Definitions:** Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

- 1) “City of Cleveland Small Business” or “CCSB.”
- 2) “Cleveland Area Small Business” or “CSB.”
- 3) “*Cleveland Area Business Code*” or “*CAB Code*.”
- 4) “Female Business Enterprise” or “FBE.”
- 5) “Minority Business Enterprise” or “MBE.”
- 6) “Office of Equal Opportunity” or “OEO.”
- 7) “Proposal” means an offer to contract with the City in response to this solicitation of proposals (whether called a “Request for Proposals,” “Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.
- 8) “Proposer” means a Person submitting a Proposal to the City.
- 9) “Regional Cleveland Area Small Business” or “RCSB.”

- b. **Evaluation Credit:** For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:

- 1) Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department *may* apply evaluation credit to a

Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.

- 2) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department *may* apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.
 - 3) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (a "RCSB").
 - 4) The City may consider a proposer's location as a factor in selecting a proposal for contract award. Proposers with main offices located in the corporate limits of Cleveland, Ohio, first, and Cuyahoga County, second, may receive preferential status at the discretion of the City.
- c. Procedure: The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the amount of a proposal submitted by a proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the proposer have agreed for approval and a contract award based on that proposal.

2. Proposer's Good-Faith Effort

Each proposer shall make and document its good-faith efforts to meet every CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

"Good-faith effort" as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer's:

- a. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
- b. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information that the Director of the OEO may need to ascertain and verify the specific practical steps the proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer's equal employment practices; and
- c. Attendance at and participation in all required pre-contract award meetings.

The Director of the OEO may determine a proposer's good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the *Cleveland Area Business Code*,

from the proposer's documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules

The *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the OEO *Notice to Bidders & Schedules* are incorporated in and made part of this solicitation and any resulting contract by this reference, as fully as if attached. *See Exhibit C.*

It is the Proposers responsibility to verify that team members are currently registered with the City of Cleveland's Office of Equal Opportunity at the time of submission. Firms not in good standing at the time of submission will not be counted towards meeting the participation goal mentioned previously.

- E. Current Work Under City Contracts (Up to 10 points):** Comparably qualified firms with little or no work under current City contracts may receive additional consideration of up to 10 points.
- F. Interviews:** Based on preliminary scoring of point-based items described above, the City may create a short list of Consultant(s) and conduct interviews. Further instruction will be provided to the short-listed Consultant(s) when notified of the forthcoming interview.

VI. PROPOSAL SCHEDULE

A. **Pre-Proposal Conference / Site Visit**

A Non-Mandatory Pre-Proposal Conference will be held on **Wednesday, October 6, 2021** at 11:00 AM, Local Time, Meet on site: Riverbed @ Center Street Cleveland, Ohio, 44113. Attendance is not mandatory however it is highly encouraged.

B. **Deadline for Questions**

The deadline for any and all questions, including if this RFP should contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be 12:00 PM Noon, Local Time, on **Friday, October 8, 2021**. Questions should be directed/addressed via email to:

Mr. James McKnight, ASLA, Project Manager
Division of Architecture and Site Development
jmcknight@clevelandohio.gov

with a cc to:

Mr. Carter Edman, AIA, Manager
cedman@clevelandohio.gov

C. **Proposal Deadline**

1. Proposals must be received no later than **Friday, October 15, 2021 at 12:00 Noon**, Local Time, by Mr. James McKnight PLA, Project Manager, Division of Architecture and Site Development. No proposals will be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to refuse any submission not delivered by the deadline.

**PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS
ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED.**

2. Proposals shall be submitted electronically via email to:

Mr. James McKnight, ASLA, Project Manager
Division of Architecture and Site Development
jmcknight@clevelandohio.gov

with a cc to:

Mr. Carter Edman, AIA, Manager
cedman@clevelandohio.gov

Email subject line should be:

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3. Proposal documents shall be in pdf format. Proposal documents may be sent as attachments or via embedded link in the email, depending on file size. If sending a link, provide any necessary downloading instructions.
4. Submit Services Proposal and Fee Proposal as described in Section IV of this RFP. Fee Proposals shall be a separate pdf file from the Services Proposal. File names must clearly identify the firm's name and which file is the Services Proposal and which is the Fee Proposal.